

## **LBNL – PROCUREMENT STANDARD PRACTICES**

**Section: 44 Subcontracting Policies and Procedures**

**Subject: 44.4 National Institutes of Health Consortium Agreements**

---

**PURPOSE:** This standard practice (SP) establishes the procedures for setting up a National Institutes of Health (NIH) Consortium Agreement with NIH funded collaborating organizations.

**POLICY:** Acquisition of NIH grant-supported research shall be administered in accordance with the DOE-approved NIH Consortium Agreement Procedure.

**SCOPE:** This SP applies to all requests for research with NIH grant-supported collaborating organizations.

### **DEFINITIONS:**

**NIH Consortium Agreement** An NIH Consortium Agreement is an administrative instrument approved by DOE that authorizes the Laboratory to reimburse NIH grant-supported collaborating organizations for conducting NIH grant-supported research.

**NIH Notice of Grant Award** An NIH Notice of Grant Award is the official document that authorizes an NIH grant award and references all terms and conditions of the award. The award notice may be issued electronically or in letter format.

**Research** Research means any work or effort that principally involves theoretical analysis, exploration, or experimentation, or the extension of investigative findings and theories of a scientific or technical nature into practical application for experimental and demonstration purposes, including the experimental production and testing of models, devices, equipment, materials and processes.

### **PROCEDURES:**

**Initiating an NIH Consortium Agreement** An NIH Consortium Agreement is initiated through an NIH Consortium Agreement Request Package which includes:

- A NIH Consortium Agreement Request (Exhibit 44.4.a);
- A Procurement/Receiving/Payables (PRP) requisition approved by an individual with sufficient signature authority;
- A copy of the NIH Notice of Grant Award or letter of approval to enter into a subcontract from the awarding agency [if an award/letter of approval is in process, the Laboratory Sponsored Projects Office (SPO) Contracts Officer will provide information];
- Administrative Information and a budget from the collaborating institution on NIH Budget Forms DD and EE;
- A Scope of Work for the collaboration, including the name of the collaborating institution's Principal Investigator;
- A copy of the collaborating institution's negotiated Indirect Cost Rate Agreement (if provided); and

## **LBNL – PROCUREMENT STANDARD PRACTICES**

**Section: 44**

**Subcontracting Policies and Procedures**

**Subject: 44.4**

**National Institutes of Health Consortium Agreements**

---

	<ul style="list-style-type: none"><li>• An itemized list of any property to be provided by the Laboratory to the collaborating institution.</li></ul>
<b>Format</b>	<p>All NIH Consortium Agreements must be formalized in writing, regardless of the dollar value, and conform to the established format. Formats which have been approved for NIH Consortium Agreements are provided as exhibits to this SP as follows:</p> <ul style="list-style-type: none"><li>• NIH Consortium Agreement - Commercial, Non-Profit or Educational Institution (Exhibit 44.4.b),</li><li>• NIH Consortium Agreement – University of California Campus (Exhibit 44.4.c), and</li><li>• NIH Consortium Agreement - DOE Contractor (Exhibit 44.4.d)</li></ul>
<b>Documentation</b>	<p>The NIH Consortium Agreement file shall include all applicable documentation noted in the NIH Consortium Agreement File Checklist located under I:\Formcab\Checklist\NIH.doc.</p> <p>The following documents are not required when processing an NIH Consortium Agreement:</p> <ul style="list-style-type: none"><li>• Sole Source Justification;</li><li>• Technical Review;</li><li>• Reasonableness of Price;</li><li>• Cost or Pricing Data; and</li><li>• Standard Research General Provisions.</li></ul>
<b>Funding</b>	<p>The NIH Consortium Agreement will be set up to be incrementally funded to correspond with the budget periods and the period of performance indicated in the NIH Notice of Grant Award.</p>
<b>Payments</b>	<p>The collaborating institution shall invoice the Laboratory monthly for actual expenditures incurred by major budget category (salaries, fringe benefits, equipment, travel, etc.).</p>
<b>Property</b>	<p>Title to all property under the NIH Consortium Agreement resides with the collaborating institution, unless otherwise indicated in the grant award.</p>
<b>Travel</b>	<p>All foreign travel to be incurred under the NIH Consortium Agreement must be allocated in the approved budget.</p>
<b>Closeout</b>	<p>The NIH Consortium Agreement file shall include documentation required to support completion of the work requirements, including notification of receipt of any deliverables, acceptance of performance, patent clearances, property disposition (if applicable), and evidence of notification of final payment.</p>

## **LBNL – PROCUREMENT STANDARD PRACTICES**

**Section: 44 Subcontracting Policies and Procedures**

**Subject: 44.4 National Institutes of Health Consortium Agreements**

---

### **REVIEWS/ APPROVALS:**

#### **DOE**

DOE approval is required for any NIH Consortium Agreement that exceeds the Laboratory's Procurement system approval threshold.

### **RESPONSIBILITIES:**

#### **Procurement Specialist**

The procurement specialist must ensure that:

- The NIH Consortium Agreement Request Package is complete;
- NIH Consortium Agreements are incrementally funded to correspond with the budget period and period of performance indicated in the NIH Notice of Grant Award;
- The NIH Consortium Agreement is documented in accordance with the procedures above;
- Foreign travel is approved in advance in accordance with Laboratory travel approval policies; and
- DOE approval is obtained for NIH Consortium Agreements that exceed the Laboratory's procurement system approval threshold (see note above).

### **REFERENCES:**

NIH Grants Policy Statement (Revision Dated 3/1/01)

**LBNL – PROCUREMENT STANDARD PRACTICES**

**Subject: 44.4 National Institutes of Health Consortium Agreements**  
**Exhibit: 44.4.a National Institutes of Health Consortium Agreement Request**

☐ **NEW**☐ **CONTINUATION**

Send this Request and the attachments (as outlined below) to the LBNL/Sponsored Projects Office (SPO), MS 937-400. For questions, he can be reached at x7344. Upon receipt of the request, SPO will create and issue the Consortium Agreement.

**PRINCIPAL INVESTIGATOR (PI) INFORMATION:**

Name & Title:	
Telephone #:	E-mail:
Research Division:	
Mail Stop:	Fax #:

**REQUESTOR/CERTIFIER INFORMATION: (If different from PI)**

Name & Title:	
Telephone #:	E-mail:
Mail Stop:	Fax #:

**\*Signature Authorization:** \_\_\_\_\_

\*The request will not be processed without the appropriate signature authorization.

**SUBAWARD INFORMATION:**

Information to be provided on the first two lines below may be found on the Notice of Grant Award distributed by SPO.

NIH Awarding Institute:		
NIH Award #:	SPO Proposal #:	LBNL Project ID:
Amount of Agreement: \$	Dates From:	To:
Consortium Institution (Name):		
Consortium Grants and Contracts Office Contact:	Subaward Principal Investigator or Project Director:	
Name:	Name:	
Address:	Address:	
Telephone #:	Telephone #:	
FAX #:	FAX #:	
E-mail:	E-mail:	

1. Required Attachments:
  - a. A copy of the PRP Requisition.
  - b. Copy of NIH Notice of Grant Award or letter of approval to enter into a subcontract from the awarding agency.
  - c. Administrative Information and Budget from the Collaborating Institution using NIH Budget forms DD and EE.
  - d. Scope of Work for the Collaboration – Please use provided format.
  - e. Copy of the collaborating institution's negotiated Indirect Cost Rate Agreement (if provided).
  - f. Itemized list of any property to be provided by the Laboratory to the collaborating institution.

## **LBNL – PROCUREMENT STANDARD PRACTICES**

**Subject: 44.4 National Institutes of Health Consortium Agreements**  
**Exhibit: 44.4.b National Institutes of Health Consortium Agreement – Commercial, Non-Profit, or Educational Institution**

---

The Regents of the University of California  
as the Management and Operating Contractor for the  
Ernest Orlando Lawrence Berkeley National Laboratory  
Operating under Prime Contract No. DE-AC03-76SF00098 for the  
U. S. Department of Energy  
Agreement Number \_\_\_\_\_

This Agreement is entered into by and between The Regents of the University of California ("University") and \_\_\_\_ (Institution's Name) hereafter referred to as the "Institution". This agreement is for the performance of a portion of the work originally awarded to the University from the National Institutes of Health ("NIH") under Grant No. \_\_\_\_\_ under the direction of Principal Investigator \_\_\_\_ (P.I.'s Name) \_\_\_\_\_. The parties agree to the following terms and conditions:

**ARTICLE I. STATEMENT OF WORK:** The Institution shall exercise its best efforts to carry out the program indicated in Exhibit A, which is incorporated herein and made a part of this agreement.

**ARTICLE II. PERIOD OF PERFORMANCE:** The period of performance shall be from \_\_\_\_\_ to \_\_\_\_\_. These dates are subject to NIH's continued support of the University. It is anticipated that this award will be extended for additional funding periods of \_\_\_\_\_ months.

**ARTICLE III. CONSIDERATION:** The University will reimburse the actual costs for the performance of work under this agreement in the amount not to exceed \$\_\_\_\_\_, which is based on the budget, incorporated into this agreement as Exhibit B.

**ARTICLE IV. PAYMENTS:** The University will reimburse the Institution upon receipt of monthly invoices provided by the Institution. Invoices shall identify expenditures by major budget categories (e.g., salaries, fringe benefits, equipment, travel, supplies, etc.). Invoices shall be dated, numbered, make reference to Agreement Number \_\_\_\_\_ and be mailed in duplicate to:

University of California  
Ernest Orlando Lawrence Berkeley National Laboratory  
Accounting Office  
P. O. Box 528  
Agreement # \_\_\_\_\_  
Berkeley, California 94701

**ARTICLE V. PROJECT MANAGEMENT:** For Technical Matters - The University's Principal Investigator \_\_\_\_ (P.I.'s Name) \_\_\_\_ is responsible for the overall conduct of the project. \_\_\_\_ (P.I.'s Name) \_\_\_\_ is responsible for technical monitoring and guidance.

The Institution's \_\_\_\_ (P.I.'s Name) \_\_\_\_ is responsible for the Institution's portion of the project. No substitution may be made of the Institution's principal investigator without prior written approval from the University.

## **LBNL – PROCUREMENT STANDARD PRACTICES**

**Subject: 44.4 National Institutes of Health Consortium Agreements**  
**Exhibit: 44.4.b National Institutes of Health Consortium Agreement – Commercial, Non-Profit, or Educational Institution**

---

For Business Matters:

\*For the University: \_\_\_\_\_(Subcontract Administrator's Name)\_\_\_\_\_

\*For the Institution: \_\_\_\_\_(Authorized Individual's Name)\_\_\_\_\_

**ARTICLE VI. REPORTS:** The Institution shall furnish the University technical progress reports as required by the University's P.I. to meet NIH deadlines for continued support. A final technical report shall be submitted to the University within 60 days of the project end date or within 60 days of the termination date whichever comes first. Reports are to be submitted to:

\_\_\_\_\_(University P.I.'s Name)\_\_\_\_\_

\_\_\_\_\_(University Address)\_\_\_\_\_

**ARTICLE VII. COPYRIGHT/PATENT:** The Institution acknowledges that the University has an irrevocable, royalty-free, non-transferable, non-exclusive, right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.

NIH must be provided a royalty-free, nonexclusive, and irrevocable license for the Federal Government to reproduce, publish, or otherwise use the material and to authorize others to do so for Federal purposes.

The standard patent rights clause found at 37 CFR 401.14 is incorporated herein by reference.

**ARTICLE VIII. EQUIPMENT ACCOUNTABILITY:** Title to all property under this contract shall reside with the Institution. Compliance with inventory and accountability requirements, as specified by the NIH, shall be the responsibility of the Institution.

**ARTICLE IX. RECORD RETENTION:** Financial records, supporting documents, and other records pertaining to this agreement shall be maintained and retained by the Institution for a period of three years from the termination date of this agreement.

**ARTICLE X. PUBLICATIONS:** The Institution agrees that all publications that result from work under this agreement will acknowledge that the project was supported by Grant No. \_\_\_\_\_ from NIH.

**ARTICLE XI. SUSPENSION/TERMINATION:** In the event the NIH suspends its grant to the University, the University shall suspend this agreement to Institution. Notification of suspension shall be in writing from the University. The University will be unable to reimburse any expenses under suspension unless and until NIH reimburses the University for such costs.

Either party may terminate this agreement upon thirty days advance written notice to the other party. However, in the event that the NIH terminates the grant to the University prior to the project's end date as stated in Article II, this agreement will be immediately terminated. In the

## **LBNL – PROCUREMENT STANDARD PRACTICES**

**Subject: 44.4 National Institutes of Health Consortium Agreements**  
**Exhibit: 44.4.b National Institutes of Health Consortium Agreement – Commercial, Non-Profit, or Educational Institution**

---

event of any form of termination, the University will reimburse the Institution for all expenses incurred through the date of termination.

**ARTICLE XII. AUDIT REPORTS:** The requirements of the Single Audit Act of 1984, 45CFR74.26(d) and Office of Management and Budget Circular A-133, as applicable to this award, are incorporated herein by reference. A sub-recipient of \$300,000 or more of federal financial assistance in a fiscal year will be required to have an audit performed in accordance with this Act. The Institution certifies that it has met the audit requirements of OMB Circular A-133 or equivalent Federal Financial Compliance Audit, and shall furnish a copy of such audit report to the University within 30 days of the publication of the audit report, but no later than one year after the end of the audit period. The Institution further certifies that, in instances of noncompliance with Federal laws and regulations, appropriate corrective action will be taken. The Institution agrees to notify the University of the corrective action within six months of furnishing the audit reports to the University. The University may withhold final payment under this contract until all audit issues are satisfactorily resolved.

**ARTICLE XIII. GENERAL PROVISIONS AND CERTIFICATIONS:** All terms and conditions set forth in NIH's Grants Policy Statement (rev. 3/1/01) and NIH Grant No. \_\_\_\_\_, Exhibit C shall apply to this agreement and are incorporated herein by reference.

In addition, the Institution certifies that:

1. It is not delinquent on the repayment of any federal debt.
2. It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any federal department or agency.
3. It is in compliance with the Drug-Free Work Place Act of 1988.
4. It is in compliance with Public Law 101-122, Section 1352 which covers restrictions regarding lobbying.
5. It has filed the assurances required under Public Health Service final rule entitled "Responsibilities of Awardee and Applicant Institution for Dealing with and Reporting Possible Misconduct in Science".
6. It is in compliance with the federal financial disclosure requirements.

**ARTICLE XIV. CHANGES:** This agreement constitutes the entire agreement between the parties regarding the subject matter herein. Any modification to this agreement shall be made in writing and must be signed by the authorized representatives of both parties.

**ARTICLE XV. FISCAL AND ADMINISTRATIVE STANDARDS:** Allowable costs and administration shall be governed by standards set forth in Office of Management and Budget circulars A-21 and A-110.

**LBNL – PROCUREMENT STANDARD PRACTICES**

**Subject: 44.4 National Institutes of Health Consortium Agreements**  
**Exhibit: 44.4.b National Institutes of Health Consortium Agreement –**  
**Commercial, Non-Profit, or Educational Institution**

---

---

FOR \_\_\_\_ (The Institution's Name) \_\_\_\_

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name Typed)

\_\_\_\_\_ (Title Typed)

\_\_\_\_\_ (Date Signed)

FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name Typed)

\_\_\_\_\_ (Title Typed)

\_\_\_\_\_ (Date Signed)



## **LBNL – PROCUREMENT STANDARD PRACTICES**

**Subject: 44.4 National Institutes of Health Consortium Agreements**  
**Exhibit: 44.4.c National Institutes of Health Consortium Agreement – University of California Campus**

---

This Memorandum Agreement No. \_\_\_\_\_ hereinafter called “Agreement” is entered into by and between the University of California Ernest Orlando Lawrence Berkeley National Laboratory hereinafter and in attachments hereto called “Berkeley Lab” and the University of California at \_\_\_\_\_ (Campus Location) hereinafter and in attachments hereto called the “Campus” for goods and services authorized under Contract No. DE-AC03-76SF00098 herein and in attachments hereto called “Prime Contract” between The Regents of the University of California “The Regents” and the United States Department of Energy “DOE”. This Agreement is for the performance of a portion of the work originally awarded to the University from the National Institutes of Health (“NIH”) Grant No. \_\_\_\_\_ under the direction of Principal Investigator \_\_\_\_\_ (P.I.’s Name) \_\_\_\_\_. The parties agree to the following terms and conditions.

### **I. SCOPE OF WORK**

The Campus shall exercise its best efforts to carry out the program indicated in Exhibit A, which is incorporated herein and made a part of this agreement.

### **II. TERM**

The term of this Agreement shall be \_\_\_\_\_ through \_\_\_\_\_ unless extended by mutual agreement or terminated in accordance with Article XI., Termination. These dates are subject to NIH’s continued support of the Berkeley Lab. It is anticipated that this award will be extended for [extension period] additional funding periods of [# of months] months.

Except as necessary to comply with any reporting and closeout procedures, the Campus shall discontinue performance of work on the last date cited above unless the Berkeley Lab extends the period of performance by written notice to the Campus, as agreed upon by both parties.

### **III. EXPENDITURES**

- A. The estimated cost of work to be performed under this Agreement is \$ \_\_\_\_\_. The Berkeley Lab has currently obligated \$ \_\_\_\_\_ as the maximum amount to be reimbursed to the Campus. Exhibit B is the approved budget for this work.
- B. No costs incurred prior to the start date of this Agreement as stated above in Article II are authorized. The Campus shall not incur costs and the Berkeley Lab shall not be obligated to make any payments under the Agreement in excess of the amount obligated in the absence of a written modification or notice from the Berkeley Lab authorized personnel named in Article XII.
- C. If, and to the extent the amount obligated by the Berkeley Lab is increased, any costs the Campus incurs before the increase that are in excess of the amount previously obligated, upon Berkeley Lab’s approval shall be allowable to the same extent as incurred afterward.

### **IV. FISCAL AND ADMINISTRATIVE STANDARDS**

Allowable costs and administration shall be governed by standards set forth in Office of Management and Budget circulars A-21 and A-110.

### **V. INVOICING AND PAYMENT**

- A. Invoices shall be prepared in accordance with the Campus standard practices, consistent with invoices prepared for Government contracts.
- B. The Campus shall submit invoices no more frequently than monthly to:

## **LBNL – PROCUREMENT STANDARD PRACTICES**

**Subject: 44.4 National Institutes of Health Consortium Agreements**  
**Exhibit: 44.4.c National Institutes of Health Consortium Agreement – University of California Campus**

---

University of California  
Ernest Orlando Lawrence Berkeley National Laboratory  
Accounting Office  
P. O. Box 528  
Berkeley, CA 94701

Invoices should not be submitted more than ninety (90) days in arrears.

- C. Payment shall be made by check to The Regents of the University of California, shall include the remittance invoice number, and shall be mailed to the address indicated on the invoice.
- D. The Campus will notify the Berkeley Lab when incurred costs approach 75% of obligated funds.
- E. The Campus shall provide the Berkeley Lab with an invoice marked "Final Invoice," notifying the Berkeley Lab that no further invoices and charges are forthcoming.
- F. Berkeley Lab's Authorized Personnel provided under XII. below will review, approve, and certify invoices for payment.

### **VI. TITLE TO PROPERTY**

Title to all property under this contract shall reside with the Campus. Compliance with inventory and accountability requirements, as specified by the NIH, shall be the responsibility of the Campus.

### **VII. INTELLECTUAL PROPERTY**

The standard patent rights clause found at 37 CFR 401.14 is incorporated herein by reference.

### **VIII. FOREIGN TRAVEL**

Any foreign travel to be incurred under this Agreement requires the advance authorization and approval of the Berkeley Lab unless allocated in the approved budget.

### **IX. REVIEWS AND APPROVALS**

By executing this Agreement, the Campus represents that all reviews and approvals required by The Regents/Campus policies have been conducted and obtained, including those pertaining to environment, health, safety, human subjects, and animal subjects.

### **X. REPORTS**

The Campus shall furnish the University technical progress reports as required by the Berkeley Lab's P.I. to meet NIH deadlines for continued support. A final technical report shall be submitted to the Berkeley Lab within 60 days of the project end date or within 60 days of the termination date whichever comes first. Reports are to be submitted to:

## **LBNL – PROCUREMENT STANDARD PRACTICES**

**Subject: 44.4 National Institutes of Health Consortium Agreements**  
**Exhibit: 44.4.c National Institutes of Health Consortium Agreement – University of California Campus**

---

\_\_\_\_\_  
(P.I.'s Name)  
\_\_\_\_\_  
(P.I.'s Address)

### **XI. TERMINATION**

This Agreement may be terminated without cause by either party upon 30 days prior written notice to the other party. Subject to the limitations set forth in Article III.B, the Berkeley Lab shall reimburse the Campus for non-cancelable obligations and allowable costs incurred to the effective date of termination.

### **XII. AUTHORIZED PERSONNEL**

The following individuals are authorized to negotiate, modify, or terminate this Agreement:

(Name of Subcontract Administrator)  
University of California  
Ernest Orlando Lawrence Berkeley National Laboratory  
One Cyclotron Road, M/S 937R200  
Berkeley, CA 94720

The Regents of The University of California  
Sponsored Project Office  
One Cyclotron Road, M/S 937R400

The following individuals are authorized within the scope of work to provide technical direction or request supporting services for the Berkeley Lab:

\_\_\_\_\_  
Name

### **XIII. GENERAL PROVISIONS AND CERTIFICATIONS**

All terms and conditions set forth in NIH's Grants Policy Statement (rev. 3/1/01) and NIH Grant No. \_\_\_\_\_, Exhibit C shall apply to this agreement and are incorporated herein by reference.

In addition the Campus certifies that:

1. It is not delinquent on the repayment of any federal debt.
2. It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any federal department or agency.
3. It is in compliance with the Drug-Free Work Place Act of 1988.
4. It is in compliance with Public Law 101-122, Section 1352 which covers restrictions regarding lobbying.
5. It has filed the assurances required under Public Health Service final rule entitled "Responsibilities of Awardee and Applicant Institution for Dealing with and Reporting Possible Misconduct in Science".

**LBNL – PROCUREMENT STANDARD PRACTICES**

**Subject: 44.4 National Institutes of Health Consortium Agreements**  
**Exhibit: 44.4.c National Institutes of Health Consortium Agreement –**  
**University of California Campus**

---

6. It is in compliance with the federal financial disclosure requirements (Public Health Service/National Science Foundation only).

**XIV. ACKNOWLEDGMENT**

The parties to this Memorandum Agreement hereby acknowledge concurrence with the Scope of Work and other administrative matters herein.

**AUTHORIZED: University of California Ernest Orlando Lawrence Berkeley**  
**National Laboratory**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ACCEPTED: University of California at \_\_\_\_\_**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **LBL – PROCUREMENT STANDARD PRACTICES**

**Subject: 44.4 National Institutes of Health Consortium Agreements**  
**Exhibit: 44.4.d National Institutes of Health Consortium Agreement – Department of Energy Contractor**

---

### **PURPOSE**

[Department of Energy (DOE) Management and Operating (M&O) Contractor], herein and in attachments hereto called “Seller” or “Subcontractor”, agrees to furnish to the University of California Ernest Orlando Lawrence Berkeley National Laboratory, herein and in attachments hereto called “University”, “Berkeley Lab”, “LBL”, and “LBL”, the following in strict accordance with the terms, conditions, and provisions of this Subcontract, herein and in attachments hereto called “Order”, “Blanket Order”, “Blanket Subcontract”, or “Subcontract”:

This order covers [Scope of Work] for the Berkeley Laboratory as requested by the indicated coordinators during the term indicated below.

### **TERM**

The term of this Subcontract is the period \_\_\_\_\_ through \_\_\_\_\_.

### **EXPENDITURES**

The total allowable expenditures under this Subcontract are \$\_\_\_\_\_. Berkeley Lab may from time to time under the provisions of this Subcontract revise the total allowable expenditures.

### **SCOPE OF WORK**

Subcontractor to provide services, as defined per Exhibit A – Statement of Work

### **INVOICING**

Subcontractor is to submit invoices in duplicate, monthly in arrears to:

University of California  
Ernest Orlando Lawrence Berkeley National Laboratory  
Attn.: Accounting Office  
P.O. Box 528  
Berkeley, CA 94701

Invoices are to itemize all costs including but not limited to:

- Description, unit price, quantity and total price.
- Hourly rates must show number of people (the specified individual if required), number of hours and partial hours, the rate per hour, the total hours, the date(s) labor was performed.

Only those items identified in the subcontract or subsequently written, approved change including attachments to either will be paid. Rates must agree with those identified in the body of the subcontract and/or it's attachments. Berkeley Lab will pay only at the authorized rate.

Unidentified or inadequately identified charges will not be paid.

### **ACCEPTANCE OF WORK AND TERMINATION OF SERVICES**

The Berkeley Lab technical coordinators identified herein, have the whole discretion as to acceptance of work, and may terminate services upon 30 days prior notice.

**LBNL – PROCUREMENT STANDARD PRACTICES**

**Subject: 44.4 National Institutes of Health Consortium Agreements**  
**Exhibit: 44.4.d National Institutes of Health Consortium Agreement – Department of Energy Contractor**

---

**REIMBURSABLE COSTS**

Direct costs reimbursable under this M&O Contractor Order include the following items:

- 1) Direct costs reimbursable will be direct salary, wages and other personnel costs of people connected with the work including vacation and sick leave allowance, paid holidays, and Regents' actual contribution for fringe benefits including retirement, employees' health and life insurance, and worker's compensation.
- 2) Costs allowable under Notice of Grant Award.

**COORDINATORS**

[Laboratory PI \_\_\_\_\_ (P.I.'s Name) \_\_\_\_\_, Tel. No. \_\_\_\_\_] is authorized as the Technical Coordinator to request services within the scope and term of the subcontract. His/her release authority within the scope and term of the subcontract is not limited. He/she \_\_\_\_\_ will review, approve, and certify invoices.

Berkeley Lab's procurement specialist, \_\_\_\_\_ (Procurement Specialist's Name) \_\_\_\_\_, Tel No. \_\_\_\_\_ will be responsible for all other business matters associated with this M&Contractor Order.

**ABOUT THIS DOCUMENT**

This document is not a contract. This document is an M&O Contractor Order issued for services or materials under Government Contract No. \_\_\_\_\_, which are necessary and required in connection with government contract DE-AC03-76SF00098. Accounting for the cost of the above services or materials will be made by direct billing to University of California, Lawrence Berkeley National Laboratory unless other DOE instructions govern.

Notwithstanding the preceding, this is work under the National Institutes of Health (NIH) Grant No. \_\_\_\_\_ (attached as Exhibit B) and the Subcontractor is expected to comply with the flowdown provisions in the Notice of Grant Award.

AUTHORIZED:	UNIVERSITY OF CALIFORNIA ERNEST ORLANDO LAWRENCE BERKELEY NATIONAL LABORATORY _____	ACCEPTED:	(NAME OF DOE M&O CONTRACTOR) _____
SIGNED:	_____	SIGNED:	_____
NAME:	_____	NAME:	_____
	please print		please print
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____